STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

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6/12/09

LEASE No. GS-09B-02238

THIS LEASE, made and entered into this date between: 606 Olive LLC, a Limited Liability Company

whose address is:

606 South Olive Street Suite 1010 Los Angeles, CA 90014

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 72,210 rentable square feet (r.s.f.), yielding approximately 61,195 ANSI/BOMA Office Area square feet and related space located on the partial 5th floor, full floors 14-17, and partial 18th floor, as depicted on the attached floor plans, Attachment A, together with 36 inside reserved parking spaces onsite, to be used for such purposes as determined by the General Services Administration.

- 2. PARAGRAPH 2 IS INTENTIONALLY OMITTED. See Paragraph 9.
- 3. The Government shall pay the Lessor annual rent of \$2,213,236.50 at the rate of \$184,436.37 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

606 Olive L.L.C. 606 South Olive St., Suite 1010 Los Angeles, CA 90014

- 4. PARAGRAPH 4 IS INTENTIONALLY OMITTED.
- 5. PARAGRAPH 5 IS INTENTIONALLY OMITTED.

6.	The Lessor shall furnish to the	Government as	part of the rental	consideration.	the following:
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- A. The 36 parking spaces described in Paragraph 1 and parking spaces required by local code.
- B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings. Rent is subject to adjustment in accordance with Paragraph 1.10, "Tenant Improvement Rental Adjustment" of the SFO. All costs associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 7CA2005 and its attachments.
- C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph 6.12 entitled "Telecommunications: Local Exchange Access" of the Solicitation For Offers;
- 7. The following are attached and made a part hereof:

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a. The Solicitation For Offers No. 7CA2005 (42 pages) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b. Special Requirements (13 pages);
- c. Amendment Numbers 1 and 2;
- d. GSA Form 3517 (33 pages);
- e. GSA Form 3518 (7 pages);
- f. Sheet numbers 1 through 4 containing Paragraph 9 21;
- g. Floor plans of 5th floor, floors 14 17, partial 18th floor;
- 8. The following changes were made in this lease prior to its execution:

Paragraphs 2, 4 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 21 have been added.

IN WITNESS WHEREOF, the parties hereto have hereunto	subscribed their names as of the date first above written.
BYBY	BY
IN PRESENCE OF	
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Signature	Address
UNITED STATES OF AMERICA, General Services Admi	nistration, Public Buildings Service
BY PL	CONTRACTING OFFICER, GSA, PBS, RED
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